

RELEASE OF CLAIMS FOR WAGES AND BENEFITS

_____ [name] of _____ [town], _____ [state] ("OPT-IN PLAINTIFF") is a party to a lawsuit pending in the United States District Court for the District of Vermont ("Court") titled *Forauer et al v. The Vermont Country Store, Inc.*, Docket No.: 5:12-cv-276 (the "Lawsuit") in which OPT-IN PLAINTIFF has, through his/her attorneys, voluntarily and agreeably settled the Lawsuit, the terms of settlement as set forth in a settlement agreement approved by the Court (the "Agreement").

In accordance with the Agreement and the consideration received as noted in the Agreement, OPT-IN PLAINTIFF irrevocably releases, covenants not to sue, and forever discharges The Vermont Country Store ("VCS"), its agents, employees, officers, and directors from any and all grievances, charges, claims, complaints, lawsuits, liabilities, expenses, costs, and attorneys' fees of any nature whatsoever, now known or unknown, that OPT-IN PLAINTIFF now has or may have for payment of any wages or benefits while employed at VCS, as asserted or could be asserted in the Lawsuit. including any and all State and Federal law claims and causes of action for back pay, overtime pay, any benefits received or eligible for while employed by VCS, and for any entitlement or claim for liquidated damages, interest, costs, expenses and/or attorney fees.

This Release Agreement pertains to any and all wage, benefit and related claims noted above that arose on or before the date OPT-IN PLAINTIFF signed this Release, whether known or unknown, but does not apply to future employment, if any, of OPT-IN PLAINTIFF by VCS.

This Release shall be interpreted, construed and governed according to the laws of the State of Vermont.

If any provision of this Release or the application thereof is held to be invalid or unenforceable for any reason, the invalidity shall not affect all other provisions or applications of this Release and the underlying Agreement approved by the Court and, to this end, any invalid or unenforceable provision of this Release is declared to be severable from the remaining terms of this Release and the underlying Agreement.

OPT-IN PLAINTIFF acknowledges [a] she/he has read this Release and the underlying settlement Agreement; [b] has conferred with his/her attorney before signing this Release; [c] he/she had an opportunity to object to settlement but chose not to; [d] understands all of the terms of this Release; and, [e] has entered into and signed this Release KNOWINGLY, VOLUNTARILY AND OF HER/HIS OWN FREE WILL.

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DATED this ____ day of _____, 201__.

Witness

OPT-IN PLAINTIFF - Print Name

OPT-IN PLAINTIFF - Signature

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